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1675 Broadway, 19th Floor
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October 25, 2019

Re: GJ Investigation [REDACTED]

Dear Mr. Abramowitz and Mr. Stillman:

This letter sets forth all understandings, promises, conditions, and agreements in existence between the New York County District Attorney's Office (hereinafter, "DANY"), David Pecker, and American Media LLC, formerly known as American Media, Inc. ("American Media") regarding immunity conferred upon David Pecker and American Media in connection with the above referenced investigation.

David Pecker, by and through his attorney, Elkan Abramowitz, Esq., and American Media, by and through its attorney, Charles Stillman, Esq., hereby voluntarily enter into this agreement with DANY.

David Pecker has agreed to speak with DANY on October 25, 2019, regarding his knowledge of:

1. Meetings with Donald J. Trump, Michael Cohen, and other employees of the Trump Organization concerning Donald J. Trump;

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2. Transactions between American Media and Karen McDougal;
3. Transactions between American Media and Michael Cohen;
4. Transactions between Michael Cohen and Stephanie Clifford; and
5. Any information relevant to the background and context of the above subjects.

DANY agrees to recognize and treat David Pecker and American Media as immunized on the subjects of David Pecker's statements made to the Office during the above-referenced October 25, 2019 meeting, and any subsequent meeting as to which the parties agree in writing, email sufficing, that the terms of this Agreement apply.

David Pecker has also agreed that, if asked, he will testify in the grand jury regarding his knowledge of the above subjects. If David Pecker testifies in the grand jury concerning the above subjects, DANY will not request that he waive immunity pursuant to Section 190.45 of the Criminal Procedure Law, and he will thus be immunized from prosecution on the subjects of his testimony.

This recognition of immunity does not relate to or cover any conduct by David Pecker or American Media except as outlined above, or testified to in the grand jury. Nothing in this Agreement restricts in any way the ability of any other state, federal, or local authority or agency from proceeding criminally, civilly, or administratively, against David Pecker or American Media except to the extent Section 190.45 of the Criminal Procedure Law applies to such state, federal or local authority or agency.

It is understood by David Pecker that all information provided to DANY and any testimony must be complete and truthful. Nothing shall bar DANY from prosecuting David Pecker for perjury if he fails to testify completely and truthfully in any Grand Jury proceeding, pretrial hearing, trial, or other proceeding. DANY reserves the right to use any statement made by David Pecker on October 25, 2019, or thereafter in the grand jury against David Pecker in any prosecution for perjury or false statements.

Examples of materially false or incomplete information or testimony include, but are not limited to, the following:

1. Withholding the name of a person involved in criminal activity;
2. Identifying as a participant a person who is not involved in criminal activity;
3. Transposing the roles of participants in criminal activity;

4. Knowingly giving incorrect or misleading information about his participation or the participation of others in criminal activity;
5. Misrepresenting the source of his knowledge.

David Pecker shall attend any meeting scheduled to discuss matters relating to the above described subjects. It is understood that David Pecker and American Media shall furnish full and complete non-privileged information, including documents and records, to DANY in any investigation relating to the above described subjects or any other subjects that David Pecker discusses with DANY. If DANY determines that David Pecker knowingly provided false, incomplete, or misleading testimony or information to DANY, either before or after the signing of this Agreement, David Pecker, and American Media will be deemed in breach of this Agreement and subject to prosecution under its terms.

David Pecker and American Media agree that they each have the full legal right, power, and authority to enter into and perform all of their respective obligations under this Agreement, and each agrees to abide by all the terms and obligations of the Agreement as described herein.

The signatures below indicate the signatories' understanding and agreement that this letter fully and accurately reflects the understanding reached by all parties.

It is understood that DANY has the authority to disclose this Agreement to third parties or the public in its discretion.

Very truly yours,



Michael Sachs
Chief, Investigation Division

AGREED:



Charles Stillman, Esq. *CS*
Attorney for American Media

10/25/19

Date



David Pecker

10/25/19

Date



Elkan Abramowitz, Esq.
Attorney for David Pecker

10/25/19

Date